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ABSTRACT

This collective bargaining agreement between the Loretto Heights College and the Loretto Heights College Faculty Education Association covers a period from June 1974 to May 1976. Articles included are: (1) academic freedom; (2) tenure; (3) probationary and nontenure faculty; (4) special category faculty; (5) part-time faculty; (6) calendar and workload; (7) leave; (8) fringe benefits; (9) faculty evaluation; (10) committee on rank; (11) retirement; (12) grievance procedure; (13) personnel records; (14) rights and privileges; (15) faculty reductions; and (16) salaries; (17) agreement against strikes and lockouts. (KE)

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COLLECTIVE BARGAINING AGREEMENT

1974 - 1976

BETWEEN

THE

LORETTO HEIGHTS COLLEGE

AND

THE

LORETTO HEIGHTS COLLEGE

FACULTY EDUCATION ASSOCIATION

BEST COPY AVAILABLE

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HE 007 747

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This Agreement, made and entered into as of the 1st day of June, 1974, by and between Loretto Heights College, hereinafter referred to as the "College" and the Loretto Heights College Faculty Education Association, affiliate of the Colorado Education Association and the National Education Association, hereinafter referred to as the "Association,"

WITNESSETH

PREAMBLE

WHEREAS the College and the Association recognize and declare that providing quality education for the students of Loretto Heights College is their mutual aim, and that the character of such education depends greatly upon the quality and morale of the faculty, and

WHEREAS it is the intention of the College that any action taken which affects faculty shall be consistent with good professional practices, shall preserve the rights and dignity of the individual, and shall provide an atmosphere in the classroom which is conducive to the faculty members' professional efforts, and,

WHEREAS, the maintenance of sound educational programs for the students of Loretto Heights College demands a mutuality of confidence between the College and the Association in order that all may benefit by continuous, amicable relations between the parties hereto in the development of agreements through the establishment of orderly procedures, and

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

RECOGNITION

The College hereby recognizes the Loretto Heights College Faculty Education Association as the exclusive bargaining agent for the faculty members in the unit certified by the National Labor Relations Board on September 7, 1973. The College and the Association agree to define this unit as follows: All regular full-time professional employees and regular part-time professional employees who teach or carry at least one-fourth full faculty load, employed by the employer at Denver, Colorado, including professors emeritus, professors, associate professors, assistant professors, instructors, guidance counselors, librarians, Coordinator of Inventory of Learning Resources, Audio Visual Director, and teaching faculty without rank but excluding honorary professors, temporary visiting lecturers, office clerical employees, guards, supervisors as defined in the National Labor Relations Act, as amended, full-time and part-time program directors, and all other employees, for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment.

ARTICLE II

GENERAL

2.1. Neither the College and its representatives nor the Association and its members shall take any action violative of, or inconsistent with, any provisions of this Agreement.

2.2. This Agreement constitutes the negotiated agreements of the College and the Association and supersedes any previous regulations, faculty contracts, or policies which may be in conflict with the expressed terms of this Agreement.

ARTICLE III

FAIR PRACTICES

3.1. Neither the College nor the Association shall discriminate against any member of the College community because of race, creed, age, color, national origin, sex or Association membership.

ARTICLE IV

ACADEMIC FREEDOM

4.1. All faculty shall be entitled to the rights and subject to the responsibilities of the highest principles of academic freedom. The faculty shall have the right to freedom of discussion in the classroom, provided the discussion is relevant to the course, and the right to freedom in research and in the publication of the results, along with the responsibility of carrying out all assigned duties as a faculty member. When the faculty member speaks, writes, or does research as a citizen or exercises his legal or constitutional rights, he has the right to be free from College censorship or discipline.

4.2. Nothing herein shall be construed as justification for malicious or damaging statements, unreasonable actions against the College or its employees, or violations of the law. No faculty member shall represent himself to be a spokesman of the College without prior approval of the President or his authorized representative.

ARTICLE V

TENURE

5.1. "Tenure" shall mean the right of a faculty member (except for staff reductions as set forth in Article XX) to continue his or her employment and not be terminated or disciplined except for:

(a) incompetence;

(b) physical and/or mental incapacity which renders the faculty member unable to continue in his or her teaching position; or

(c) just cause.

The tenured faculty member shall have the right to appeal any termination or discipline through the grievance and arbitration procedures which in such cases would commence at Level Two. If termination or suspension is reversed by the grievance procedure, the faculty member shall be entitled to receive reimbursement for any back pay lost.

5.2. A faculty member shall be considered for tenure during the fall semester of the sixth year or subsequent years. On the recommendation of the College, a faculty member may be considered by the Tenure Committee for tenure prior to the sixth year.

5.3. A standing Committee on Tenure shall be established. The Committee shall include five tenured faculty members elected by the members of the bargaining unit through the procedures of the Academic Forum and two Program Directors elected by the Program Directors. Faculty members selected shall serve for a period of two years with the exception that during the initial period two of these faculty members shall serve only a one-year term. The Committee on Tenure will select its own chairman. The functions of this committee shall be (1) to make recommendations to the President in regard to tenure and (2) to review and make recommendations to the President concerning procedures and policies on tenure.

5.4. Tenure Committee

5.4.1. The Division Heads will submit a list of the full-time faculty members eligible for tenure consideration to the Tenure and Evaluation Committees during the first week of the fall semester.

5.4.2. Each faculty member who is eligible and wishes to be considered for tenure must file an application to the Tenure Committee by not later than October 1.

5.4.3. The Tenure Committee will request each faculty member being considered for tenure to provide the Committee with the following information by November 1:

(a) All evaluations by students and colleagues.

(b) Accumulated evidence of institutional and community services.

(c) Accumulated evidence of professional growth.

(d) Any other material which the applicant believes will be helpful to the Committee to an adequate consideration of his circumstances.

5.4.4. The Committee will interview:

(a) the appropriate Division Head;

(b) the appropriate Program Director;

(c) colleagues;

(d) selected students when appropriate;

(e) the candidate

5.4.5. The Tenure Committee will make recommendations regarding tenure after careful review of information and evaluation provided by written material and interviews related to teaching, professional growth, and institutional and community services.

5.4.6. The Committee will forward in writing its recommendations and justifications to the President for approval. Should the President decide not to follow a recommendation of the Committee, he will provide reasons to the Committee in writing and will meet with the Committee at its request to discuss the decision.

5.4.7. A copy of the recommendation of the Committee on Tenure will be placed in the individual's personnel file. The accumulated materials and evidences will be kept in the Tenure Committee file in the Personnel Office for a period of at least one year. The outgoing Chairman of the Tenure Committee each year will be responsible for the destruction of materials and evidences in completed cases. Only the President, the Division Heads and the members of the Tenure Committee shall have access to this file.

5.5. Notification of tenure shall be sent to the faculty member no later than December 15 of the school year preceding the award of tenure.

5.6. A tenured faculty member shall be given one year's notice by the College of intent not to renew his contract, except as provided in the article on faculty reductions (Article XX).

5.7. Faculty members who have been granted tenure shall maintain their status when the provisions of this Agreement become effective.

ARTICLE VI

PROBATIONARY AND NON-TENURED FACULTY

6.1. Any full-time faculty member who has not obtained tenure shall be considered a non-tenured faculty member. Employment shall be probationary until the faculty has served one year as a full-time faculty member.

6.2. No full-time faculty member shall be subject to non-renewal or dismissal unless the procedures providing for such action in this Agreement (Article XX) have been adhered to by all parties concerned.

6.3. Dismissal of non-tenured faculty members prior to the end of the academic year shall occur only after reasonable advance notice to the faculty member. Said notice shall be in writing and the reasons therefor stated.

6.4. A probationary faculty member whose contract is not to be renewed and who has served less than one (1) year shall be informed by March 1 of the academic year that his contract for the following academic year shall not be renewed. The Association shall be informed of the decision not to renew the contract. Said notice of non-renewal shall be in writing and the reasons therefor stated.

6.5. A non-tenured faculty member whose contract is not to be renewed and who has servied more than one (1) but less than three (3) years shall be informed by

January 15 of the school year that his contract for the following academic year shall not be renewed. The Association shall be informed of the decision not to renew the contract. Said notice of non-renewal shall be in writing and the reasons therefor stated.

6.6. A non-tenured faculty member whose contract is not to be renewed and who has served three or more years shall be informed by December 15 of the academic year that his contract for the following academic year shall not be renewed. The Association shall be informed of the decision not to renew the contract. Said notice of non-renewal shall be in writing and the reasons therefor stated.

6.7. Termination and/or disciplinary action of non-tenured faculty members for just cause may occur at any time and is subject to the appeal procedure in accordance with Section 6.10 of this article. Notice of termination of contract shall be in writing and the reasons therefor stated.

6.8. Termination and/or disciplinary action of non-tenured faculty members commencing with their third year appointment shall be only for the following reasons: incompetence, physical and/or mental incapacity, or just cause. Notice of termination of contract shall be in writing and the reasons therefor stated.

6.9. The provisions of this article shall not be construed to limit the right of the College to terminate employees in accordance with the article on faculty reductions (Article XX).

6.10. Non-tenured faculty members may appeal the termination or non-renewal of their contract as follows:

(a) For first-year faculty members, Level One of the grievance procedure. The decision at this level shall be final and binding.

(b) For second through fifth-year faculty members:

(1) Level One of the grievance procedure

(2) If the faculty member is not satisfied with the decision at Level One, he may request in writing to have his case heard by a Faculty Review Committee.

(c) For sixth and subsequent year faculty members through Level Three of the grievance procedure.

6.11. The Faculty Review Committee shall be a standing committee which includes five full-time faculty members. Initially, five members will be appointed jointly by the Academic Dean and the President of the Association from a list of ten faculty members nominated through the procedures of the Academic Forum by the members of the bargaining unit. Two members shall serve a one-year term and three shall serve a two-year term in the initial appointment of the committee membership. Subsequent appointments shall be for a two-year term and made jointly by the Academic Dean and the President of the Association from a list of names submitted through the procedures of the Academic Forum by the members of the bargaining unit. This list will consist of double the number of appointments to be made. The Faculty Review Committee shall select its own

chairman and establish its rules of procedure. In developing these rules, they shall solicit recommendations from the Academic Dean and the President of the Association. The function of this committee shall be to recommend to the President a course of action to resolve the grievance. The President may accept or reject the recommendation or, at his option, submit the dispute to Level Three of the grievance procedure for final disposition. If the President rejects the recommendation, he shall submit his reasons in writing to the Faculty Review Committee. All testimony heard before the Faculty Review Committee shall be recorded and preserved in the office of the Director of Personnel Services and shall be available to parties in interest.

6.12. If a non-tenured faculty member is terminated or disciplined during the school year, and suspension of the faculty member is imposed as part of the administrative action, such suspension shall be without pay. If he requests the right to appeal his termination under the procedures set forth in this article and if the termination or suspension is reversed, the faculty member shall be entitled to be reinstated and to receive reimbursement for any back pay lost.

ARTICLE VII

SPECIAL CATEGORY FACULTY

7.1. Resource Center faculty personnel are those personnel holding positions designated as Librarians and who hold a graduate librarian degree and an Audio-Visual Director holding an appropriate degree in a media specialty.

7.2. The Academic Dean in consultation with the Resource Center Director shall determine the appropriate level of staffing for the Resource Center.

7.3. Resource Center faculty shall be responsible to carry out the customary duties as indicated in their job descriptions.

7.4. All Resource Center faculty shall be hired for a nine-month period on the salary scale of the faculty, according to rank and length of service. The job of Resource Center Director shall be extended to a twelve-month contract (11 plus 1 month vacation) at the rate of the nine-month salary plus 2/9 for the additional remuneration. The job of Audio-Visual Director may be extended to a twelve-month contract (11 plus 1 month vacation) at the rate of the nine-month salary plus 2/9 for the additional remuneration.

7.5. As of the effective date of this Agreement anyone employed to fill a counseling position shall have an appropriate graduate degree or its equivalent.

7.6. All counselors shall be hired on the basis of the salary scale of the faculty according to rank and length of service.

7.7. Counselors shall normally be responsible to the Dean of Student Services. With the approval of the Dean of Student Services, counselors may teach courses which have been approved by the appropriate Program Director or, in the case of interdisciplinary courses, by the Academic Dean. Counselors are responsible to the Academic Dean for performance of teaching duties.

ARTICLE VIII

PART-TIME FACULTY

8.1. Part-time faculty members are those faculty members who are hired under letters of appointment, that is, those faculty members who do not carry a full workload for two consecutive semesters.

8.2. It is recognized that part-time faculty can be utilized to provide specific courses that cannot be provided by the available full-time faculty. Part-time faculty shall not be employed where academic program requirements warrant the employment of a full-time faculty member. Part-time faculty may be used to fill temporarily a vacancy which occurs during the school year.

8.3. The President has final authority in issuing part-time faculty letters of appointments.

8.4. Discipline or discharge of part-time faculty members during the term of his or her appointment shall be subject to review on Level One of the grievance procedure and the decision at this level shall be final and binding with the following exceptions:

(a) A part-time faculty member who is carrying the equivalency of a one-third faculty load or more and

(b) who has served in that capacity for at least the immediate three consecutive years prior to the termination or discharge can appeal his/her case directly to the President of the College, the decision to be final and binding.

8.5. Part-time faculty who hold full-time employment positions elsewhere shall not teach more than one course each semester or in the case of UWW not any more than a 1/4 advisory load.

ARTICLE IX

CALENDAR AND WORKLOAD

9.1. The academic week for the purposes of this Agreement will be considered to be Monday through Friday even though some classes may be scheduled on Saturday.

9.2. The academic day shall be those hours of the day during which classes are actually scheduled. Classes scheduled before 8:00 a.m. or for Saturday or Sunday shall be mutually arranged and agreed upon by the faculty member and the Program Director. If it is needed, faculty members shall be required to teach one class per week after 5:00 p.m. In such instances, all reasonable efforts shall be made to see that said faculty member will not have any early morning class on the day he has to conduct his evening class. No faculty member shall be required to teach more than one class per week after 5:00 p.m. without mutual agreement between the Program Director and the faculty member.

9.3. A nine-month contract for an academic year shall cover the period between August 25 through May 25 of the succeeding year.

9.4. For educational programs or services which operate beyond the regular nine-month contract, e.g., University Without Walls, Resource Center, and counselors, the contract period may be altered as required by the programs but in no event shall the altered contract exceed the total number of work days as established by current practice for that contract period.

9.5. The following holidays are authorized for time off with pay if they occur during the period of the faculty member's contract: Labor Day, Veterans Day, Thanksgiving Day and the following day, Christmas Day, New Year's Day, President's Day, Memorial Day and Independence Day. Faculty members on nine-month contracts shall be paid for all additional recess periods listed in the academic calendar.

9.6. All dates established for the contract period, including the commencing and closing dates, and recess periods, shall be called the academic calendar and shall be developed by the College in consultation with the faculty and shall become an appendix to this Agreement.

9.7. If the College should require the services of the nine-month teaching faculty during the student recess periods for workshops, meetings and/or consultation, the College shall give notice to the faculty member not less than forty-five days prior to the beginning of the student recess period. The College shall not require such services for more than three (3) days not already designated in the academic calendar during any nine-month contract period. The dates of such services shall be mutually agreed upon by the parties of this Agreement.

9.8. The Program Directors, in consultation with the faculty members in the program units involved, shall prepare proposed class schedules (including interdisciplinary courses) which shall be submitted to the Academic Dean for approval. The Academic Dean shall have final authority over class schedules and may intercede upon the request of the faculty member in a scheduling conflict.

9.9. Workload of faculty members shall be based upon job descriptions prepared by the Program Director in consultation with the faculty member. Each faculty member shall be given a copy of his job description after final approval by the appropriate Division Head (Academic Dean or Dean of Student Services). In the case of teaching faculty, the normal full-time workload shall be twelve (12) credit hours per academic week including credit hours which may be scheduled on Saturday or Sunday, along with the customary related duties of class preparation, student evaluation, student advising, and a reasonable amount of the customary duties relating to the operation of the educational programs of the College or the implementation of this Agreement. The normal class contact hours shall be twelve (12) hours per week, except that accepted College practice relating to laboratory courses off-campus programs, nursing schedules, UWW and other programs shall be followed. In situations where the Academic Dean and the Program Director in consultation with the Program faculty determine the student-faculty ratio is low and class sizes are small, some teaching loads may be adjusted. It is understood that the final determination of the College as to the amount of any faculty member's workload shall be subject to a reasonable limitation, based upon past and current practices of the College, and to a fair consideration of the desires of the individual faculty member.

9.10. The number of preparations will be determined by the Program Director in consultation with the faculty member, subject to the approval of the Academic Dean. Every effort shall be made to assure the faculty member of a reasonable number of preparations.

9. 11. Faculty members shall maintain and post regular office hours for consultation with students or other faculty members.

9. 12. All full-time faculty members employed in other gainful occupations on a regular basis shall give written notice to the faculty member's Division Head (Academic Dean or Dean of Student Services).

9. 13. Cancellation of classes shall be subject to the approval of the Academic Dean or the appropriate Program Director. When the emergency nature of the cancellation precludes prior approval, the Academic Dean or his designate shall be notified as soon as possible.

9. 14. Full-time teaching faculty have the primary responsibility for the academic advising of students majoring in or involved in an individualized program in their respective disciplines or programs. The number of advisees for each faculty member is determined by the Program Director, in consultation with the faculty in the program unit. No freshman student will be assigned to a full-time teaching faculty member as an advisee unless the freshman has declared a major or unless the faculty member has agreed to advise freshmen.

9. 15. Any responsibilities assigned to faculty members which require time commitments substantially in excess of the normal workload must be mutually agreed to in writing by the faculty member and the administration and must be compensated by a reduced teaching load or payment for overload, such payment to be mutually determined by the President or Division Head and the faculty member concerned.

ARTICLE X

LEAVES

10. 1. Sabbatical leave may be granted only to a full-time faculty member who has completed six years of service. A faculty member may receive only one sabbatical leave in any seven-year period. Sabbatical leaves may be granted for:

(a) Advanced study;

(b) Educational travel/study; or

(c) Research and/or publications.

Requests for sabbatical leaves must be made during the first semester prior to the year the leave is requested. A faculty member applying for a sabbatical leave will first discuss the plan and the duration of the proposed sabbatical leave with the appropriate Program Director. After discussion with the faculty members in the program unit, the Program Director shall forward the request to the appropriate Division Head together with the Program Director's recommendation where applicable. The approval of all sabbatical leaves shall be subject to the funds available. Sabbatical leave may be granted after having been approved by the appropriate Division Head and the President. Notification will be made no later than March 1st. Following approval of the sabbatical leave, the faculty member agrees to:

(a) Notify his Division Head of any change in the approved plan;

(b) Submit to his Division Head a letter of intent to return to the College for one year following said leave.

(c) Submit a report to the College explaining how he/she spent the sabbatical.

A sabbatical leave may be granted for either one full semester or one full contract year. Compensation during a sabbatical leave shall consist of one-half of one contract year's pay and payments will be monthly.

10.2. A standing Committee on Sabbaticals shall be established. The Committee shall consist of the Academic Dean as Chairman, and one Program Director and one member of the bargaining unit, each elected by the Academic Forum for a two-year term. The functions of this Committee shall be: (1) To review all applications for sabbaticals from the members of the bargaining unit and (2) to make recommendations for the granting of sabbatical leaves to the President. Under the sabbatical leaves provisions of this Agreement, provision will be made in each year's budget for sabbatical leaves for members of the bargaining unit which provision shall be reasonable with reference to budget limitations.

10.3. The College and the faculty member who is on sabbatical leave shall contribute their share of the cost of hospitalization and medical insurance, life insurance, retirement and all other benefits as specified by this Agreement. The College portion of these payments shall be considered separate from the sabbatical leave budget.

10.4 A full-time faculty member who is called into the United States military service shall be granted a leave without pay, as provided by law. Full-time faculty members serving in the Active Reserve or who are members of the Colorado National Guard shall suffer no loss in pay or any other penalty during times when they are engaged in authorized two-week field training programs, provided that such days occur during the contract year of the faculty member.

10.5. Bereavement leave shall be granted in the event a faculty member suffers a death in his/her immediate family. Immediate family shall be defined as a parent, spouse, child, brother or sister of the faculty member or the faculty member's spouse. It shall also include son-in-law and daughter-in-law. Said leave shall consist of up to five (5) work days with no loss or other penalty. Upon request of the faculty member this time may be extended at the discretion of the College.

10.6. Time off for Jury Duty shall be granted without loss of pay or any other penalty, to any faculty member who is scheduled for Jury Duty. Time off for court appearances when subpoenaed as a witness shall be granted up to two days without loss of pay or any other penalty. This leave for court appearance when subpoenaed may be extended without lost of pay or penalty at the discretion of the College.

10.7. All full-time faculty members shall be entitled to 1 and 1/3 days' sick leave without lost of pay for each contract month employed as a full-time faculty member after August 20, 1973. Sick leave may be used for any personal illness. The total sick leave for the faculty member's contract year shall be immediately

available. Those faculty members who were employed as of August 20, 1973 shall have four additional days for each academic year of full-time employment with the College prior to that date. Sick leave may be accumulated to 75 days. If a faculty member is absent for more than three consecutive days, the College may require verification of illness by a doctor's certificate.

10.8. Pregnancy/Maternity Leave

10.8.1. Leave shall be granted to any faculty member who is required to be absent because of pregnancy or maternity. Said faculty member may:

(a) at the faculty member's option, charge all or part of her leave to the available sick leave if such leave is required because of a medical disability connected with or resulting from her pregnancy;

(b) apply for additional pregnancy or maternity leave without pay. Said faculty member shall provide written notice to the College as soon as possible to allow the College to make the necessary arrangements related to her teaching responsibilities. In no case shall this notice be less than thirty days prior to the date on which her leave is to begin. She shall include with such notice a physician's notice certifying her pregnancy. She may continue in active employment as late into her pregnancy as she desires, provided she is able to perform all her job related functions satisfactorily and properly.

10.8.2. Said faculty member shall be returned subject to the provisions on faculty reductions (Article XX) to the same rank and at the salary, fringe benefits and seniority level which would have been attained had she been employed during such leave provided that such return occurs at the beginning of a semester and provided further that the faculty member shall return within twelve (12) months from the beginning of such leave. Under special circumstances, this leave may be extended at the discretion of the College.

10.8.3. Any faculty member adopting an infant child (i.e., one year of age or less) shall be entitled upon request to a leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. Provision of Sections 8.1 and 8.2 of this article as they relate to adoption are applicable.

10.9. Professional leaves may be granted to faculty members to attend professional meetings without loss of pay or other penalty. Program Directors may or may not recommend to the appropriate Division Head partial or full payments of expenses incurred in attending professional meetings, subject to funds available in the program area budgets. All requests for leaves must be approved by the appropriate Division Head. The College shall determine an amount that will be set aside in each year's program area budget for attendance at professional meetings, which amount shall reflect the recommendations of the program areas and be reasonable with reference to budget limitations.

10.10. Faculty members may be granted a leave of absence without pay with the approval of the President for a period not to exceed one (1) year. The College shall bear no costs for continuation of any fringe benefits during the leave of absence.

10.11. Faculty members must notify the Personnel Office through their respective Program Directors, using the appropriate form, as soon as possible whenever leaves pertaining to Sections 4, 5, 6 and 8 of this article are taken. Regarding Section 7 (sick leave), faculty members will notify their Program Directors as expeditiously as possible, following up thereafter by filling out the appropriate form. Forms will be made available in the Program Director's office and, when completed, will be filed in the Personnel Office.

ARTICLE XI

FRINGE BENEFITS

11.1. The College agrees to make tax-sheltered annuity plans available on a continuing basis to full-time faculty members and to allow payroll deductions for those full-time faculty members who wish to avail themselves of such a plan in accordance with the terms and conditions of such plans. Firms submitting proposals for tax-sheltered annuity plans shall be required to meet a set of standards and procedures as indicated in current College policy statements; where changes in the tax-sheltered annuity plans and/or criteria are contemplated, such changes will be accomplished only after mutual agreement between the College and the Association.

11.2. After the completion of his first contract year, the full-time faculty member shall be furnished, without cost, life insurance in amounts of the individual's salary rounded to the next higher thousand up to a maximum of $15,000.00. The College agrees that the life insurance plan in effect at the College shall be reviewed periodically for cost-benefit analysis. Where changes in the insurance plan are contemplated during the life of the current contract, such changes will be accomplished only after mutual agreement between the College and the Association.

11.3. A voluntary program for disability shall be available to all full-time faculty members who are under 64 years, 10 months of age at the time of application. Premiums are shared equally by the faculty member and the College. The College agrees to review periodically the disability program for cost-benefit analysis. Where changes in the disability program are contemplated during the life of the current contract, such changes will be accomplished only after mutual agreement between the College and the Association.

11.4. The College shall continue to make available to all full-time faculty members the T. I. A. A. retirement plan currently in effect. The College agrees to review the retirement plan periodically for cost-benefit analysis. Where changes in the retirement plan are contemplated during the life of the current contract, such changes will be accomplished only after mutual agreement between the College and the Association.

11.5. The College shall provide each member of the bargaining unit with the available written information concerning the coverage and benefits referred to in this article.

11.6. For purposes of improving teaching skills, faculty members shall have a waiver of tuition for classes taken at the College, provided that such classes do not interfere with the faculty member's duties and that scheduled classes and

programs can accommodate the additional enrollment. Spouses and unmarried dependent children of full-time faculty employed before June 1, 1971, shall be entitled to attend any classes up to a maximum of 18 credit hours per semester, on campus, excluding summer offerings, for a charge of $100.00 per year. For spouses and unmarried dependent children of full-time faculty employed after June 1, 1971, the tuition waivers are as follows: first year of employment, waiver 25%; second and third year of employment, waiver 50%, fourth and subsequent years, waiver 75%. These same provisions of the tuition waiver will be applicable to the UWW Program with the exception that if the learning segment goes beyond the end of the second semester, the student will be charged full tuition for that portion of the unfinished learning segment.

11.7. Faculty members shall be reimbursed at the rate of $.12 per mile for mileage required in the performance of their duties.

11.8. All full-time faculty are provided with their lunch at noon, Monday through Friday, in the College cafeteria, free of charge, when the cafeteria is in operation during the term of their contract. In cases where the full-time faculty member is attending a meeting on College business in the evening, or acting in any other official capacity for the College which detains him or her during or after the dinner hour, the dinner will also be furnished at the expense of the College.

11.9. On-campus parking in areas designated for faculty shall be provided at no cost to the faculty.

11.10. All faculty members may avail themselves of the Health Service during the hours the Health Service is open in accordance with College policy.

11.11. The College shall provide, at no cost to the full-time faculty member, his/her spouse and dependents, a health insurance plan. Where changes in the current insurance plan are contemplated, such changes will be accomplished only after mutual agreement between the College and the Association. Where a "supplemental coverage" plan is part of the basic plan, this coverage shall continue to be made available to faculty members at no cost to the College.

11.12. All faculty members will be covered as additional insureds under the College's comprehensive liability policy.

11.13. Spouses and unmarried dependent children of part-time faculty members employed by the College on at least a one-third time basis or its equivalent for the past three years consecutively shall be entitled to a tuition waiver of 25%.

When a part-time faculty member is asked to be present at College functions during lunch or dinner hours, and if such presence is not specifically required as part of the job, the College shall provide for the lunch or dinner of part-time faculty members attending such functions on campus.

11.14. The results of any cost-benefit analysis concerning the plans of Sections 2, 3, 4 and 11 of Article XI shall be made available to the Association prior to the initial bargaining session of the negotiations called for in Article XXVI.

11.15. Faculty shall immediately report cases of assault suffered by them in connection with their employment to the appropriate Division Head. The College shall not be held liable for the loss of any faculty member's personal materials, equipment, or supplies; nor shall the College be held liable for belongings the faculty member may use in his employment at the College.

ARTICLE XII

FACULTY EVALUATION

12.1. Evaluation of faculty shall be used for the purpose of improving the instruction and to furnish data to be used in making decisions on renewal or non-renewal of contracts, change in rank and the attainment of tenure. Effective teaching shall be the most important element. Other factors, such as professional development, additional contributions to the College, to the community, and to professional organizations, shall be considered. Evaluations shall be conducted openly and with the full knowledge of the faculty members.

12.2. The evaluation procedure shall apply to all full-time teaching faculty and to any part-time teaching faculty employed for two or more consecutive semesters. Special category faculty (Resource Center and counselors) shall be evaluated using an instrument approved jointly by the Evaluation Committee and the appropriate Division Head.

12.3. Each faculty member shall be evaluated by students in his/her classes, colleagues, Program Director or immediate supervisor, and himself or herself.

12.4. Faculty members with two years of service or less shall be evaluated during each of their first three semesters.

12.5. Faculty members will be evaluated once a year from the third through the sixth year.

12.6. Faculty members shall be evaluated once every two years commencing with the seventh year.

12.7. A standing Committee on Evaluation shall include five full-time faculty members elected through the procedures of the Academic Forum by the members of the bargaining unit and five full-time students selected by the Student Assembly. The functions of this committee shall be: (1) to develop evaluation instruments and procedures for submission to the appropriate Division Head for final approval and (2) to review and make recommendations to the Academic Dean concerning faculty evaluation procedures. Faculty members selected shall serve for a period of two years with the exception that during the initial period two of these faculty members shall serve only a one-year term. Faculty members can be re-elected. The students elected to the committee shall serve for a period of one year.

12.8. Evaluation instruments include the Report of Faculty Activities, the Teaching Evaluation Form and the Non-Teaching Activities Evaluation Form. These evaluation instruments deal with faculty competence and specifically relate to (a) the faculty member's capability of facilitating learning, (b) his availability as a resource person, (c) his ability to create conditions favorable to self-guided learning and (d) his attainment of stated goals and objectives of individual courses and academic programs.

12.9. Each program unit shall prepare the necessary evaluation instruments to assess teacher competency in that area. The Evaluation Committee shall review and if necessary revise such instruments for the purpose of maintaining as much standardization as feasible. All teaching faculty shall give to their students and to their colleagues in the program unit the stated goals and objectives of their courses in the beginning of each semester during which the faculty member is to be evaluated. These goals and objectives shall be made part of the teaching competency evaluation instrument.

12.10. The committee shall develop an instrument to evaluate the faculty member's contribution in non-teaching areas. These will include such areas as professional development, additional contributions to the College, to the community, and to professional organizations. The College shall recognize that it is not necessary for a faculty member to show full participation in all non-teaching areas.

12.11. The Committee on Evaluation will furnish the faculty members to be evaluated with copies of the evaluation procedures during the first week of the semester within which the evaluation will be held.

12.12. A copy of the approved instruments will be given to each faculty member being evaluated at least four weeks prior to the evaluation.

12.13. The total evaluation will include the results of the data from the various instruments used, with major emphasis being given to teaching competency.

12.14. First semester evaluation shall be completed by November 10 and second semester evaluation shall normally be completed by March 15 except in cases where it has to be earlier than that for the first year faculty members. The committee shall compile a summary of the results and submit them to the individual faculty member, the appropriate Program Director(s) and Division Head before December 1 for the first semester and April 5 for the second semester. The complete evaluation file shall be forwarded to the appropriate Division Head and will become a part of the faculty member's personnel file.

12.15. All evaluation materials shall be kept confidential.

12.16. The Dean of Student Services as the Division Head for counselors shall perform the same functions with respect to evaluation procedures for counselors as are performed by the Academic Dean with respect to other faculty members.

12.17. When in the judgment of the appropriate Division Head the faculty evaluation procedure indicates that an individual faculty member may warrant future dismissal or non-renewal, the appropriate Division Head shall notify that faculty member in writing. A statement of deficiencies will be included in the written notice. The Academic Dean, the Dean of Student Services and the Program Director(s) shall assist the faculty member to correct these deficiencies.

12.18. The non-tenured faculty member shall be given a semester's duration and the tenured faculty a year's duration in which to demonstrate improvements in areas specified in the Division Head's written statement, with the understanding that if such improvement has not taken place as determined by additional evaluations, this statement in effect may become notice of termination of employment with the College.

12.19. A first-year faculty member whose contract is not renewed on the basis of the Evaluation Committee's data shall receive a written notice with reasons for non-renewal included and may, if requested, have a hearing with the Academic Dean.

12.20. Second year through fifth year faculty members may appeal their dismissal or non-renewal in accordance with the provisions specified in Article VI, Section 10.

12.21. Full-time faculty members who have completed five years with the College may appeal their dismissal or non-renewal through Level Three of the grievance procedure.

12.22. Tenured faculty whose contracts are not renewed because of unsatisfactory evaluations may appeal through Levels One, Two and Three of the grievance procedure.

ARTICLE XIII

COMMITTEE ON RANK

13.1. A standing Committee on Rank shall include seven full-time faculty members. During the second semester of each year the President shall make the number of appointments necessary to fill the vacancies on the committee. Such appointments shall be for a two-year term to begin the following academic year and made from a list of names submitted through the current procedures of the Academic Forum by the members of the bargaining unit. The list of names will include only members of the bargaining unit and shall contain double the number of appointments to be made.

13.2. The functions of this committee shall be: (1) to review and make recommendations to the President concerning policies on rank, and (2) to consider and make recommendations to the President for promotion in rank to full-time faculty members and when appropriate for part-time faculty members.

13.3. On initial appointment, the Academic Dean, after consultation with the Chairman of the Committee on Rank or his or her designee, shall recommend to the President the assignment of a rank to the new faculty member. In the assignment of this rank the President shall adhere to the criteria currently in effect. A written rationale for this assignment shall be forwarded immediately to the Committee on Rank.

13.4. Each Program Director shall make recommendations annually to the Committee on Rank regarding promotion of faculty members in his or her program. A faculty member may also, on his own initiative, recommend to the committee his own promotion. The committee likewise is free to initiate action on the promotion of a faculty member. The rank of each faculty member shall be reviewed annually by the Committee on Rank. In considering a candidate for advancement in rank, the committee will require a written statement from the appropriate Program Director. The committee will interview the candidate, colleagues in the candidate's discipline, colleagues who have participated in activities related to the individual's work, the Program Director and the Academic Dean. The committee will receive the total evaluation of the candidate from the Committee on Evaluation (Article XII). Recommendations to the President shall be accompanied by a written justification of the recommendation given by the committee. This justification shall be in the form of evidence specific to each criterion.

13.5. Qualities which must be assessed in making recommendations for advancement in rank include the faculty member's previous teaching experience, years of service in rank, concern for students, and initiative and sense of responsibility in the administration and achievement of the objectives of the appropriate discipline and program, and of the College. Since a college is committed to the communication and advancement of knowledge its faculty members will seek to grow in intellectual competence and to assist others in such growth. The growth should be evident in many ways, but especially in the increasing effectiveness of teaching through a mastery of classroom presentation, as well as other less formal pedagogical techniques, and in a positive influence on students and colleagues. Length of service does not necessarily mean that promotion in rank will occur. Advancement to the

next higher rank will not be granted unless the faculty member has fulfilled the requirements of that rank. Normally, a faculty member must remain three years in a given rank before being eligible for promotion to the next rank.

13.6. Changes concerning policies on rank currently in effect will occur only after consideration by the Committee on Rank and approval of the President.

13.7. Recommendations of the Committee on Rank for assignment and promotion in rank shall be forwarded to the President who will inform in writing the faculty member, Program Director and the Committee on Rank of his decisions. If the President should reject or alter the recommendation of the Committee on Rank, he will explain in writing, to the committee, defensible reasons for his decision and meet with the committee, at its request, to discuss his decision.

ARTICLE XIV

RETIREMENT

14.1. Retirement shall be at the end of the academic year in which the faculty member attains age sixty-five (65). In light of the length of training of faculty members and the need of the College for continuation of their services, approval may be granted on a semester to semester or year to year basis for full-time or part-time employment beyond age sixty-five (65). Such extension may be recommended by the Program Director or the appropriate Division Head and shall require the approval of the President. Under no circumstances shall such extensions postpone retirement beyond the end of the academic year in which age seventy (70) is attained.

ARTICLE XV

GRIEVANCE PROCEDURE

15.1. A grievance is defined to be any difference between the parties to this Agreement or between the College and any member of the bargaining unit covered by this Agreement regarding the provisions of this Agreement. Any difference between the parties to this Agreement or between the College and any member of the bargaining unit regarding matters outside of this Agreement can be grieved through Level Two, with the option in the President of the College to submit the grievance to Level Three.

15.2. It is agreed that the objective of both the College and the Association shall be to settle all grievances of faculty members at the lowest appropriate level of the grievance procedure hereinafter set forth.

15.3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum unless an extension of such time is mutually agreed upon by the parties.

15.4. If a grievance is filed which might not be finally resolved at Level Three within the time limits set forth prior to the end of the grievant's contract year, the time limits shall be reduced so that the grievance procedure may be concluded as soon as is practicable.

15.5. Unless an extension of time has been agreed upon previously, the failure of the College's representatives to respond within the time limits at any level of the process shall entitle the grievant to submit the grievance to the next level.

15.6. If the grievant fails to appeal the grievance within the time limits set forth at any level of the process and has not obtained an extension of the time limits, the case shall be closed.

15.7. No grievance shall be recognized by the College or the Association unless it shall have been presented at the appropriate level within thirty (30) school days after the grievant knew or should have known of the act or occurrence on which the grievance is based, and if not so presented the grievance will be considered by both parties as waived.

15.8. The College shall be under no obligation to process any grievance not submitted in compliance with the provisions of this article. Nothing herein shall be construed as restricting oral discussion between a faculty member or Association representative and any administrator on a matter which has not yet been made the subject of a written grievance; however, any such oral discussion shall not operate to extend the time limits within which a grievance must be submitted in writing on any such matter. Once a grievance has been presented in writing to the College by the grievant, no representative of the College will discuss the matter with any grievant involved unless an authorized representative of the Association is first offered a reasonable opportunity to be present at such discussion. No adjustment of any grievance shall be inconsistent with the terms of this Agreement.

15.9. Grievance Levels. Level One.

15.9.1. At Level One the grievance shall be submitted in writing and shall include

(a) The names or name of the grievant(s) or, if impracticable, an identification of the group of faculty aggrieved;

(b) The nature of the grievance and the circumstances out of which it arose;

(c) The sections of this Agreement, if any, relied upon or claimed to have been violated; and

(d) The remedy or corrective action requested.

15.9.2. The grievance shall be presented to the grievant's Division Head (Academic Dean or Dean of Student Services) or designated representative. Grievances filed by the Association shall be submitted directly to Level Two.

15.9.3. The grievant may present his grievance personally, be represented by the Association's representative or have the Association's representative accompany him.

15.9.4. If the grievant is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, the grievance shall be submitted to Level Two.

15. 10. Grievance Levels. Level Two.

15. 10. 1. At Level Two the grievant shall file any such grievance with the College President or his designee within five (5) school days after receipt of the decision at Level One.

15. 10. 2. The College President or his designate shall meet with the grievant and/or Association representative in an effort to resolve the grievance. Such meeting will take place within five (5) school days after receipt of the written grievance.

15. 10. 3. The College President or his designate shall render his decision in writing to the Association and to the grievant within ten (10) school days after the meeting set forth above.

15. 10. 4. If the grievant is not satisfied with the disposition of his grievance at Level Two, he may request in writing within five (5) school days after receipt of the President's decision, that his grievance be submitted to Level Three, in accordance with provisions of Article VI, Section 10, or Article V, Section 1.

15. 11. Grievance Levels. Level Three.

15. 11. 1. At Level Three, if the Association deems the grievance meritorious, it may demand arbitration within fifteen (15) school days after receipt of the grievant's request.

15. 11. 2. The proceedings shall be initiated by filing with the College President and the American Arbitration Association a notice of arbitration. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the agreement or policy involved. The notice shall contain a request for a list of seven (7) arbitrators for consideration by the parties.

15. 11. 3. Within five (5) calendar days from the receipt of such list by AAA, the College and the Association shall meet and shall alternately strike names from the list. The party who strikes the first name from the list shall be determined by lot. The person whose name remains on the list after each party has stricken three (3) names shall be the arbitrator who shall hear and determine the grievance.

15. 11. 4. If it is determined that the arbitrator selected above is unable to begin arbitration before a day which is fifteen (15) calendar days from the meeting set forth above, the arbitrator shall be selected in the following manner: a conference telephone call shall be placed to the administrator of the AAA by the parties; the parties will inform the administrator of the issues involved and request a qualified and experienced arbitrator who will begin arbitration as soon as possible.

15. 11. 5. Except as otherwise provided herein, the parties shall be bound by the voluntary labor arbitration rules of the American Arbitration Association for the procedures of Level Three.

15. 11. 6. The arbitrator will have authority to hold hearings and make procedural rules. He will issue a report within fifteen (15) calendar days after the date of the close of the hearings, or, if oral hearings have been waived, then from the date final statements and evidence are submitted to him.

15. 11. 7. The arbitrator's report shall be submitted in writing to the College and the Association only and shall set forth his findings of fact, reasoning, conclusions and awards on the issues submitted. The arbitrator's awards shall be consistent with law and the terms of this Agreement. His report shall be binding on both the College and the Association.

15. 12. Costs for the services of the arbitrator including per diem expenses, actual and necessary travel expenses, and subsistence shall be shared equally by the College and the Association.

15. 13. Neither the College nor the Association shall take reprisals against a faculty member for participating in a grievance procedure.

15. 14. To facilitate operation of the grievance procedure, necessary forms for filing, for serving notices, for making appeals, and for other necessary actions will be jointly prepared and made available to the College and the Association.

15. 15. When it is necessary at Level Two or arbitration for a representative or representatives designated by the Association to attend a meeting or hearing called by the College President, these representatives shall be released from their duties without loss of pay for such time as their attendance is required.

15. 16. The disposition of the grievance at each level shall be in writing to the grievant and to the Association.

15. 17. All documents, communications, and records dealing with a grievance shall be used only in accordance with the policy statement issued by the President of the College.

ARTICLE XVI

PERSONNEL RECORDS

16. 1. The official personnel file as used herein shall mean individual files maintained in the College personnel office for each faculty member, containing official College records of the faculty member's status, salary, employment application, background information related to employment, evaluations and related information, and information concerning fringe benefits and payroll deductions. No other official file of personnel matters will be maintained by the institution except as required by law.

16. 2. Individual personnel files shall be for intra-school use only.

16. 3. The faculty member shall have access to the information in his/her file upon written request to the official custodian of personnel records.

16.4. The faculty member shall receive and be required to acknowledge receipt of a notice of any new materials being placed in his/her file which pertain to evaluation or performance with the right to have included in the file a written reply to such materials.

ARTICLE XVII

RIGHTS AND PRIVILEGES OF LHC-FEA

17.1. Copies of all communications distributed by the administration to all members of the general faculty shall be available to the Association at the same time in the mail box in the faculty lounge.

17.2. The College shall make available to the Association upon its request any information in its possession which is relevant to negotiations or to the proper enforcement or implementation of this Agreement, providing that information from individual personnel files shall be made available to the Association only when such release of information has been authorized by the faculty members concerned.

17.3. Whenever any representative of the Association or any faculty member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay, nor be expected to compensate in any way for the time spent in carrying out such responsibilities, nor shall the College be required to pay any additional compensation for the time so spent.

17.4. Representatives of the College and the Association shall meet at least once each semester at a time mutually agreed upon to discuss matters of mutual concern to the implementation of this Agreement. A written agenda shall be mutually agreed upon by the Association and the College no less than five (5) school days before the scheduled date of the meeting.

17.5. The College shall permit Association representatives to visit the campus for Association business, provided that said representatives give prior notice to the President, indicating the purpose of said meeting. The Association shall be permitted to conduct Association business on institution property at all reasonable times, without interfering with the duties of the employees and at no expense to the College.

17.6. The Association shall have the right to use institution facilities and equipment at reasonable times when not otherwise in use, in accordance with the usual procedures for scheduling use of such facilities and equipment. The Association shall pay the institution for any materials and supplies incident to such use. No charge shall be made for the Association's use of institution rooms.

17.7. The College shall make reasonable efforts when scheduling classes and meetings to ensure that no scheduling would interfere with the opportunity for the Association to plan for a two-hour monthly meeting.

17.8. The Association shall have the right to post notices of its activities and matters of Association concern on faculty bulletin boards. The Association may use faculty mail boxes for communications to faculty, including mass distribution.

ARTICLE XVIII

DUES DEDUCTIONS

18.1. The College agrees to deduct in monthly installments from the salaries of faculty members who have voluntarily authorized such deductions on the "Dues Deduction Authorization" form.

18.2. Form:

Dues Deduction Authorization

Name: _____

Home Address: _____
Zip Code

Social Security Number: _____

I hereby request and authorize the Loretto Heights College, located in the City and County of Denver, to deduct from my earnings and transmit to the Loretto Heights College Faculty Education Association dues of the Loretto Heights College Faculty Education Association, the Colorado Education Association, and the National Education Association, as certified by the Loretto Heights College Faculty Education Association in ___ equal payments of $___ each, beginning with the _____ pay check, continuing for
month
the remainder of the academic year for a total amount of $_____. I hereby waive all right and claim for said moneys so deducted and transmitted in accordance with this authorization and relieve the College and all its officers or employees from any liability therefor.

_____ _____
(date) (signature)

18.3. If the faculty member requests payroll deduction, all items on the Dues Deduction Authorization form cited above, pertaining to the number of equal payments, the amount of each payment, the starting date, the total amount to be deducted for the academic year, signature and date will be completed by each faculty member. A copy of this deduction form will be sent to the Business Office for payroll processing and will be filed in the faculty member's payroll file.

18.4. The College will remit to the Association no later than twenty (20) calendar days after such deductions are made a list of the faculty names, amount deducted from each, and a check for the total amount deducted.

ARTICLE XIX

COLLEGE RIGHTS AND FACULTY PARTICIPATION

19.1. The faculty members shall continue to participate in the process of determining policy matters which concern their educational programs and in policy

matters related to the other educational programs in the academic division. The faculty members shall be members of any committees and/or task forces set up to study and make recommendations in these matters.

19.2. Faculty benefits that have been established by past practice, which are not specifically provided for by this Agreement and which are not in conflict with this Agreement, shall remain in effect until changed by written policy statement from the President. The President shall state his reasons in writing for any major policy change.

19.3. This Agreement shall not constitute any limitation upon the College's ultimate responsibility for all matters concerning the College or upon the College's authority to exercise its rights and responsibilities except as specifically provided herein.

ARTICLE XX

FACULTY REDUCTIONS

20.1. If the College determines that it is necessary to reduce or eliminate faculty positions, reasons for such reductions must be for financial exigencies, reductions in program offerings, or decline in enrollment.

20.2. The Academic Dean shall notify the Program Directors of the need for faculty reductions and the reasons for such reductions. The College shall notify in writing by certified mail the full-time faculty members affected by the required faculty reductions of the intent not to renew their contracts no later than February 15. When possible the College will give such notice in advance of February 15 based upon the College's knowledge of the provisions of Section 1 of this article. If any full-time tenured faculty member is laid off as a result of the application of Section 3 of this article, he or she will receive a severance pay in the amount of one-half day's pay for each month of employment with the College or $4200 whichever is greater, provided that if notice is given in advance of February 15 the amount of severance pay shall be reduced by one-sixth for each month of such advance notice. Such severance pay is to be based on the salary agreed upon in the most recently negotiated contract.

20.3. In the event faculty reductions are necessary, staffing needs based on program offerings shall serve as the guidelines for faculty reductions. Consideration shall also be given by the College to faculty qualifications and seniority in the program area. Terminations shall then be in the following order:

1. Attrition;
2. Voluntary resignations;
3. Full-time non-tenured faculty;
4. Full-time tenured faculty.

20.4. The College shall notify the faculty member affected of the reasons for this reduction. Upon request of and prior to a reduction termination of a tenured faculty member, an effort shall be made to reassign said faculty member to any vacant or non-tenured faculty position for which he is qualified. If it is determined that an additional full-time faculty position is needed because of a vacancy or a new position in a College educational program, this position shall be offered first to

said qualified faculty member whose contract was cancelled last and continue to be offered in reverse order through the list of those whose contracts were cancelled first. The College has no obligation to rehire after two years.

20.5. A terminated faculty member shall be notified of a contract offer for a position for which he is qualified thirty (30) calendar days prior to the date the position is to be filled. The faculty member shall be allowed ten (10) calendar days after he has received formal notification to accept the position. If he does not accept the position, the College shall have no further employment obligation to that faculty member. A faculty member who is rehired under the procedures outlined shall be hired at the same rank as before the contract was terminated and with all other rights, privileges and salary considerations.

ARTICLE XXI

SALARIES

21.1. The following salary scales are established for each rank:

Rank		Minimum	Maximum
Instructor:	Monthly	911.11	1,144.44
	9-month	8,200.00	10,300.00
	10-month	9,111.11	11,444.44
	11-month	10,022.22	12,588.88
Asst. Prof.:	Monthly	1,133.33	1,366.67
	9-month	10,200.00	12,300.00
	10-month	11,333.33	13,666.67
	11-month	12,466.66	15,033.34
Assoc. Prof.:	Monthly	1,355.56	1,588.89
	9-month	12,200.00	14,300.00
	10-month	13,555.56	15,888.89
	11-month	14,911.12	17,477.78
Professor:	Monthly	1,577.78	1,922.22
	9-month	14,200.00	17,300.00
	10-month	15,777.78	19,922.22
	11-month	17,355.56	21,144.44

21.2. The salary of each full-time faculty member shall be increased by 6.0%.

21.3. If the 6.0% increase takes the full-time faculty member's salary beyond the maximum of his salary range, he shall receive only that portion of it which takes him to the new maximum. If the full-time faculty member's salary is already beyond the maximum of his range, the faculty member shall receive no increment.

21.4. Each full-time faculty member's salary shall also be raised to the new minimum.

21.5. The foregoing adjustments shall be based upon the rank of the full-time faculty member on May 1, 1974, and no salary adjustments shall be made during the term of this contract for increase or decrease in rank occurring after that date.

21.6. In addition to the salary increases referred to in Section 21.2 and 21.4, salary increments shall also be given to all full-time faculty. These increments shall also apply to part-time faculty employed on a salary proportionate to a full-time salary. These increments shall be based on the two-semester average full-time student enrollment for the 1974-75 academic year. The following percentage increases are established for different enrollment levels:

Enrollment	Increase
635	1%
650	2%
675	3.5%
700	5%

These salary increments shall be based on the 1973-74 annual salaries and shall be paid in the remaining pay periods following February 1, 1975.

21.7. If the above salary increases take a full-time faculty member's salary beyond the maximum of his/her salary range, he/she shall receive only that portion of it which takes him to the maximum. If the faculty member's salary is already beyond the maximum of his range, he shall receive no increment.

21.8. Compensation for part-time faculty shall normally be $212.00 per credit hour of teaching load, except in those cases where a different compensation is mutually agreeable to the faculty member and the Division Head.

ARTICLE XXII

SEPARABILITY

22.1. In the event that any provision of this Agreement is or shall at any time be held to be contrary to law, that provision shall be null and void, but all other provisions of this Agreement shall continue in effect. In such event, within fifteen (15) work days after the voiding of the provision, the parties shall meet and negotiate a substitute provision.

ARTICLE XXIII

AMENDMENT

23.1. Should a mutually acceptable amendment to this Agreement be negotiated by the parties it shall be reduced to writing, and submitted to appropriate ratification procedures of the College and the Association. The Amendment must be ratified within ten (10) calendar days after being submitted to the Association and the College. At such time as it has been ratified by both the College and the Association, it shall become a part to this Agreement.

ARTICLE XXIV

AGREEMENT AGAINST STRIKES AND LOCKOUTS

24.1. During the term of this Agreement or any continuation thereof, the Association shall not call, authorize, ratify, or in any way participate in any type of strike or work stoppage.

24.2. The College agrees not to authorize or in any way engage in a lockout during the life of this Agreement or any continuation thereof.

24.3. If the parties elect to open negotiations as provided in Section 26.2, the provisions of this Article shall be suspended with respect to the open issues from the first day of June until agreement is reached on the open issues.

ARTICLE XXV

TOTALITY OF AGREEMENT

25.1. The parties hereto agree that all items presented for or subject to negotiations have been discussed during the negotiations leading to this Agreement and therefore agree that for the term of this Agreement, or any continuation thereof, negotiations will not be requested on any item whether contained herein or not, without utilizing the procedures provided in this Agreement for such negotiations or amendments.

ARTICLE XXVI

TERM OF AGREEMENT

26.1. This Agreement shall be in effect for a period of two years commencing on June 1, 1974 and ending on May 31, 1976 and shall remain in effect from year to year thereafter, unless either party shall give to the other a written notice of intention to terminate or modify this Agreement. Such notice shall be given at least sixty(60) calendar days but not earlier than ninety (90) calendar days prior to May 31, 1976 or prior to the end of any yearly extension period. Whenever such notice is given by either party of proposed change, the nature of any proposed change desired must be stated in the notice. Within fifteen calendar days of the receipt of such initial notice the parties hereto shall commence negotiations to settle the issues raised by such notice.

26.2. The parties further agree to commence negotiations upon a mutually agreed date, no later than March 15, 1975, on Article XXI and Appendix A (Academic Calendar) plus a maximum of six other articles in this Agreement, three proposed by each party. If the changes negotiated in any opened article affect other articles, or require amendments in other articles, such changes or amendments shall be subject to negotiations. The parties shall notify each other simultaneously in writing at the first negotiation session as to the articles which they wish to open.

APPENDIX A

ACADEMIC CALENDAR
1974 - 1975

FALL SEMESTER

September 1	Sunday	Residence Halls Open
September 3	Tuesday	All students arrive on campus Registration begins (10:00 a.m. -5:00 p.m.) Freshmen and A-F Upperclassmen
September 4	Wednesday	Orientation for Freshmen Registration, G - Z Upperclassmen (8:30 a.m. - 4:00 p.m.)
September 5	Thursday	Classes begin, 8:00 a.m.
October 28	Monday	Veterans Day Holiday - no classes
November 11	Monday	Preregistration (with classes)
November 12	Tuesday	Preregistration (with classes)
November 27	Wednesday	Thanksgiving Vacation - following last class
December 2	Monday	Classes resume at 8:00 a.m.
December 20	Friday	Final day of classes. Christmas Vacation
December 21	Saturday	Residence Halls Close

SPRING SEMESTER

January 20	Monday	Residence Halls Open. Registration
January 21	Tuesday	Registration
January 22	Wednesday	Classes begin at 8:00 a.m.
February 17	Monday	U.S. Presidents Day Holiday - no classes
March 28	Friday	Spring Vacation following last class
April 8	Tuesday	Classes resume at 8:00 a.m.
April 23	Wednesday	Preregistration begins (with classes)
April 24	Thursday	Preregistration concludes (with classes)
May 15	Thursday	Last day of classes
May 16	Friday	Baccalaureate
May 17	Saturday	Commencement Residence Halls Close